

**DEPARTMENT OF COMMERCE**

**ACTION:** To Give Firms an Opportunity to Comment.

**Economic Development Administration**

**Notice of Petitions by Producing Firms for Determination of Eligibility To Apply for Trade Adjustment Assistance**

Petitions have been accepted for filing on the dates indicated from the firms listed below.

**AGENCY:** Economic Development Administration (EDA).

**LIST OF PETITION ACTION BY TRADE ADJUSTMENT ASSISTANCE FOR PERIOD 09/16/95-10/15/95**

Firm name	Address	Date petition accepted	Product
Avionics Specialties, Inc .....	Box 6400, Charlottesville, VA 22906.	10/06/95	Aircraft flight instrumentation.
Bagmaster MFG., Inc .....	2731 Sutton Avenue, St. Louis, MO 63143.	10/03/95	Cloth containers for storing firearms and other related sporting goods bags.
Bettie Dawn Uniforms .....	115 W. Dallas Street, Mt. Vernon, MO 65712.	10/04/95	Uniforms for nurses.
Bio-Energy Systems, Inc .....	48 Canal Street, Ellenville, NY 12428.	10/10/95	Solar water heaters.
Cellusuede Products, Inc .....	500 N. Madison Street, Rockford, IL 61105.	10/03/95	Flock.
Glasscrafters Northwest, Inc .....	12414 Highway 99 S. #40, Everett, WA 98204.	10/10/95	Glass mirrors.
Hexacon Electric Company .....	161 West Clay Avenue, Roselle Park, NJ 07204.	09/28/95	Electric soldering irons and guns, soldering stations, holders and accessories.
Modern Building Systems, Inc .....	P.O. Box 110, Aumsville, OR 97325.	10/10/95	Prefab modular wooden building materials.
P. I., Inc .....	1712 Congress Parkway, Athens, TN 37303.	10/05/95	Furniture parts of plastic.
Pamlyn Enterprises .....	P.O. Box 8183, 240 S. Union Ave., Springfield, MO 65801.	10/04/95	Sport shirts, laboratory coats, smocks, coveralls and cloth medical pouches.
Pekin Hardwood Lumber Co., Inc.	P.O. Box 341, New Franklin, MO 65274.	10/05/95	Walnut, Oak and other hardwoods.
Process Gear Company, Inc .....	3860 North River Road, Schiller Park, IL 60176.	10/03/95	Gears of metal and plastic.
Thordarson Meissner, Inc .....	628 Belmont Street, Mt. Carmel, IL 62863.	10/11/95	Electronic transformers of copper and steel.
West Virginia Plastics, Inc .....	P.O. Box 219, Pike Street, Grafton, WV 26354.	10/05/95	Infant rattles, teethers, pacifiers and other plastic items.
Western Buckle Company .....	1757 N. Paulina Street, Chicago, IL 60622.	10/03/95	Decorative metal belt buckles and bolo ties.
Xenotronix, Inc .....	1031 Miller Drive, Altamonte Springs, FL 32701.	10/12/95	Battery chargers.

The petitions were submitted pursuant to Section 251 of the Trade Act of 1974 (19 U.S.C. 2341). Consequently, the United States Department of Commerce has initiated separate investigations to determine whether increased imports into the United States of articles like or directly competitive with those produced by each firm contributed importantly to total or partial separation of the firm's workers, or threat thereof, and to a decrease in sales or production of each petitioning firm.

Any party having a substantial interest in the proceedings may request a public hearing on the matter. A request for a hearing must be received by the Trade Adjustment Assistance

Division, Room 7023, Economic Development Administration, U.S. Department of Commerce, Washington, D.C. 20230, no later than the close of business of the tenth calendar day following the publication of this notice.

The Catalog of Federal Domestic Assistance official program number and title of the program under which these petitions are submitted is 11.313, Trade Adjustment Assistance.

Dated: October 19, 1995.  
 Lewis R. Podolske,  
*Director, Trade Adjustment Assistance Division.*  
 [FR Doc. 95-26735 Filed 10-26-95; 8:45 am]  
**BILLING CODE 3510-24-M**

**International Trade Administration [A-844-802]**

**Agreement Suspending the Antidumping Investigation on Uranium From Uzbekistan**

**AGENCY:** Import Administration, International Trade Administration, Department of Commerce.

**ACTION:** Notice of Amendment to the Agreement Between the United States Department of Commerce and the Republic of Uzbekistan Suspending the Antidumping Investigation on Uranium from Uzbekistan.

**SUMMARY:** The Department of Commerce (the Department) and the Republic of Uzbekistan (Uzbekistan) have signed an

Amendment (the Amendment) to the Agreement Suspending the Antidumping Investigation on Uranium from Uzbekistan (the Agreement).

**EFFECTIVE DATE:** October 13, 1995.

**FOR FURTHER INFORMATION CONTACT:**

James Doyle or Alex Braier, Office of Agreements Compliance, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street & Constitution Ave., NW, Washington, DC 20230; telephone: (202) 482-0172 or (202) 482-1324, respectively.

**SUPPLEMENTARY INFORMATION:**

**Background**

On October 16, 1992, the Department and Uzbekistan signed the Agreement Suspending the Antidumping Investigation on Uranium from Uzbekistan. On October 30, 1992, the Agreement was published in the Federal Register (57 FR 49,220, 49,255). On September 30, 1994, the Department and Uzbekistan initialed an Amendment to modify the Appendix A price-tied quota contained in the original Agreement. The Amendment was then released to interested parties for comment. The Department considered these comments and held further consultations with Uzbekistan. On July 21, 1995, the Department and Uzbekistan initialed an amendment similar to the previous amendment except that this amendment contained clauses which redefined Uzbek-origin uranium to include uranium mined in Uzbekistan and enriched in a third country. This amendment was also released to interested parties for comment, which were again considered by the Department.

Subsequently, the Department and Uzbekistan negotiated an Amendment based upon a different concept than the two amendments previously initialed. This Amendment replaces the reference price calculation, and authorizes, during the first and second years of the Amendment direct or indirect deliveries of up to 940,000 pounds U<sub>3</sub>O<sub>8</sub> equivalent per year of Uzbek-origin natural uranium from Uzbekistan to the United States, provided that the latest price calculated pursuant to Section IV.C.1 is at or above \$12.00 per pound equivalent. Commencing with the third year (October 13, 1997), this Amendment authorizes Uzbekistan to make annual deliveries of uranium up to, but not exceeding, the levels in accordance with the production-tied quota table set forth in Appendix A. The Amendment retains the provision redefining Uzbek-origin uranium to include uranium mined in Uzbekistan

and enriched in a third country. On October 13, 1995, the Department and Uzbekistan signed a final Amendment which took effect immediately. The text of the final Amendment follows this notice.

Dated: October 20, 1995.

Joseph A. Spetrini,  
*Deputy Assistant Secretary for Compliance.*

Amendment to the Agreement Suspending the Antidumping Investigation on Uranium From Uzbekistan

The parties recognize that the Agreement Suspending the Antidumping Investigation on Uranium from Uzbekistan ("the Agreement") has not generated the anticipated increase in the price of U.S.-origin natural uranium that would have permitted renewed sales of Uzbek uranium under the price-tied quota mechanism; nor has the Agreement increased sales of U.S.-origin natural uranium or employment in the U.S. uranium industry. Because an objective of this Agreement is to restore the competitive position of the U.S. industry, the parties agree as follows:

The Agreement is hereby extended until October 12, 2004. Consistent with the requirement of Section 734(1) of the U.S. Tariff Act of 1930, as amended (the Act), to prevent the suppression or undercutting of price levels of domestic products by imports of Uzbek-origin uranium, Sections II, III, IV, VII, VIII and XIV are amended as set forth below. All other provisions of the Agreement, particularly Section VII, remain in force and apply to this Amendment.

1. The following definitions are added to Section II:

(e) For purposes of this Agreement, *United States* shall comprise the customs territory of the United States of America (the 50 States, the District of Columbia and Puerto Rico) and foreign trade zones located in the territory of the United States of America.

(f) *For consumption* means for further processing (as necessary) and use as nuclear fuel. Consumption may include such uses as swaps or exchanges of material, only where such swaps or exchanges are documented to be conducted solely for the purpose of facilitating the further processing and use as nuclear fuel by the end-user. The material shall not be loaned. The material shall not be resold by or on behalf of the end-user except as a result of force majeure.

(g) *End-user* means an entity, such as an electric utility, hospital, or scientific institution, which consumes uranium.

(h) The natural feed component for 1 KgU of enriched uranium product

("EUP") shall be determined using the feed to product factor calculated with the following formulae:

$$[(P_A - T_A)/(F_A - T_A)] = X_A$$

Where:

P<sub>A</sub>=Actual Product Assay of the imported low enriched uranium ("LEU") as found in the import documents

T<sub>A</sub>=For enrichment contracts, the actual tails assay selected by the customer pursuant to the contract; for other contracts calling for the delivery of LEU, 0.3 weight percent U<sup>235</sup>.

During the anniversary month of this Amendment, the tails assay for other contracts calling for the delivery of LEU will be amended as appropriate, based on the optimum tails assay.

F<sub>A</sub>=0.711 weight percent U<sup>235</sup> (feed assay)

X<sub>A</sub>=Feed-to-Product Factor.

The feed-to-product factor shall then be multiplied by 2.61283 to reach the lbs. U<sub>3</sub>O<sub>8</sub> equivalent of the imported LEU.

(i) *U.S. production level* means the level of U.S. production during the most recent four quarters for which data is available from appropriate industry sources.

(j) *Relevant Period* means the twelve month period beginning October 13 through October 12 of the following year.

2. Section III, "Product Coverage," is amended as follows:

The following language replaces the second paragraph, beginning, "Uranium ore \* \* \*."

Further, uranium ore from Uzbekistan that is milled into U<sub>3</sub>O<sub>8</sub> and/or converted into UF<sub>6</sub> and/or enriched in U<sup>235</sup> in another country prior to direct and/or indirect importation into the United States is considered uranium from Uzbekistan and is subject to the terms of this Agreement. When imported as enriched uranium, the full amount of the natural uranium equivalent required to produce the enriched product will be counted against the existing quota under this Agreement. For the purposes of calculating this amount of natural uranium, the terms of definition II(h) shall apply unless otherwise reported.

The third paragraph of Section III, beginning, "For purposes of this Agreement, uranium enriched \* \* \*." is replaced by:

If applicable, for purposes of this agreement, uranium enriched in U<sup>235</sup> or compounds of uranium enriched in U<sup>235</sup> in Uzbekistan are covered by this agreement, regardless of their subsequent modification or blending.

3. Effective October 13, 1995, Sections IV.B and IV.C.2 and 3 are deleted. Appendix A is replaced with Appendix A hereto, and Sections IV.A is replaced with the following:

A. The Government of Uzbekistan will restrict the volume of direct or indirect exports on or after the effective date of this Agreement to the United States and the transfer or withdrawal from inventory (consistent with the provisions of paragraph E) of the merchandise subject to this Agreement in accordance with the delivery limits and schedule set forth below.

During the first and second Relevant Periods, this Amendment authorizes direct or indirect deliveries of up to 940,000 pounds U<sup>308</sup> equivalent per relevant period of Uzbek-origin natural uranium from Uzbekistan to the United States, provided that the latest price calculated pursuant to Section IV.C.1 is at or above \$12.00 per pound U<sup>308</sup> equivalent.

Commencing with the third Relevant Period (October 13, 1997), this Amendment authorizes Uzbekistan to make annual deliveries of uranium up to, but not exceeding, the levels in accordance with the production-tied quota table set forth in Appendix A.

For purposes of counting against the uranium delivery quota limitations, the date of delivery shall determine when the Uzbek uranium shall come within the annual limit.

Deliveries pursuant to multiyear contracts shall be strictly subject to the quota available at the time of delivery, with the following two exceptions:

(1) For multiyear contracts entered into during the first two Relevant Periods which do not specify a price per pound U<sup>308</sup> equal to or greater than \$12.00, deliveries shall be strictly subject to the annual quotas in effect at the time of delivery; however, if the annual quota in effect at the time of such delivery is less than 750,000 lbs., up to 750,000 lbs. may be delivered.

(2) Deliveries pursuant to multiyear contracts which provide for annual deliveries no greater than the quota in effect at the time the contract is entered into, and which specify a price per pound U<sup>308</sup> at or above \$12.00 during the first two Relevant Periods, or at or above the latest DOC price calculation in subsequent Relevant Periods, may be made in the full amount for the full term of the contract, even if they exceed the annual quotas in effect at the time of delivery. Such deliveries will be applied against the annual quotas in effect at the time of delivery. Where the amount of such deliveries exceeds the annual quota in effect at the time of delivery, such quota overage will be deducted

from the annual quota available in the subsequent relevant period(s). No additional quota will become available unless and until any quota deficit created by such delivery overage(s) is eliminated.

The total annual delivery volume specified in multiyear contracts entered into under paragraphs 1 and 2 of this subsection may not exceed 940,000 lbs. per year for each of the first two Relevant Periods.

For purposes of determining the applicable quota level under Appendix A, the Department will supply the U.S. production level, as defined in Section II(j), to the parties to the proceeding thirty days before the beginning of every Relevant Period.

B.1 *Department Confirmation of Quota Imports.* In recognition of the requirements of section 734 (d)(2) and (l)(1), the Department and the Government of Uzbekistan agree that any sales contract with an end-user to be used in a sale under this Agreement must be submitted to the Office of Agreements Compliance, U.S. Department of Commerce, and confirmed by the Department in accordance with this Section. The party submitting a contract to the Department for confirmation shall provide the following information, which shall be releasable under APO at the time the Department approves such contract:

- The date and terms, including price, of the contract with the end-user pursuant to which the sale(s) will be made;
- A description of the physical material being imported;
- Identification of the Uzbek supplier of the sale(s);
- The estimated place and date on which the imports to fill the sale(s) will enter the customs territory of the United States;
- The export license number under which the sale(s) will be exported;
- A copy of the contract with the end-user pursuant to which the sale(s) are to be made;
- An estimated delivery schedule;
- Certification from the end-user that it will consume the imported product in the United States in accordance with Section II(f) of this Amendment;
- Certification that the Department will be provided with proof of payment for each shipment received; and any other information that the Department, after consultation with the Government of Uzbekistan, determines necessary to confirm that the requirements of this Amendment have been met.

As soon as possible, but within 15 days of a complete confirmation request being filed with the Office of

Agreements Compliance, the Department will confirm that the sales contract qualifies as a sale under this Amendment or will state specifically why it does not qualify. In making such a determination, the Department will limit its review to determining (i) whether the contract under review comes within the amount of quota remaining for the Relevant Period in which the contract was signed, and (ii) whether the sales price for the contract is at or above \$12.00 during the first two Relevant Periods, or at or above the latest DOC price calculation in subsequent Relevant Periods, on the date that the contract was signed. If the Department fails to respond to a confirmation request within 15 days, the request shall be deemed to be approved notwithstanding any other provisions of the Agreement.

Upon confirmation, the Department will subtract the amount to be delivered of contracted Uzbek-origin uranium from the quota remaining for each Relevant Period. The Office of Agreements Compliance shall make available under APO the amount of annual quota that remains available for each Relevant Period.

Uzbek uranium may be imported into the United States only pursuant to a confirmed sales contract. Further, if such Uzbek uranium is not immediately delivered into the end-user's account, the following conditions must be met:

- (1) the material shall be placed in a dedicated account for approved contracts;
- (2) the importer (if the owner of material, or the person for whom or on whose behalf the material is imported) or his consignee, shall certify to the Department that such material will not be sold, loaned, swapped, or utilized other than for delivery to the U.S. end-user for consumption in accordance with Section II(f) of this Amendment;
- (3) the material enters the U.S. but shall not be liquidated until such time as it is delivered to the end-user; and
- (4) the importer shall commit in writing to make available to the Department, quarterly, a full accounting of all deliveries from its account at the converter/fabricator (including each delivery from the account, to whom delivery was made, pursuant to which contract, in what quantity, and confirmation of the status of any transaction that occurred from the account).

Prior to U.S. Customs clearance of the Uzbek-origin uranium, the importer (if the owner of material, or the person for whom or on whose behalf the uranium is imported) will notify the Department of the date of import, the quantity and

declared value of the shipment, the vessel name, the port of entry, and the pre-confirmed individual contract pursuant to which the shipment is entering. If such information is consistent with a pre-confirmed contract and the notice of request for delivery from the end-user, the Department will notify the U.S. Customs Service within five business days. The importer will provide certification to U.S. Customs at time of import that the material will be used only for a sale subject to the conditions of this Agreement and will be consumed in accordance with Section II(f) of this Agreement. The Department will instruct Customs to promptly release the shipment once the Department has confirmed that Customs has received the foregoing notification and certification.

4. The following language replaces Paragraph D of Section VII, "Anticircumvention,":

D. In addition to the above requirements, the Department shall direct the U.S. Customs Service to require all importers of uranium into the United States, regardless of stated country of origin, to submit at the time of entry written statements certifying the following:

(A) The country(ies) in which the ore was mined and, if applicable, converted, enriched, and/or fabricated, for all imports; and

(B) That the uranium being imported was not obtained under any arrangement, swap, or other exchange designed to circumvent the export limits for uranium of Uzbek origin established by this agreement.

Where there is reason to believe that such a certification has been made falsely, the Department will refer the matter to Customs or the Department of Justice for further action.

5. The following paragraph constitutes an addendum to Section VIII of the Agreement:

Uzbekistan agrees to adhere to all reporting requirements specified in Section VIII.A. of the Agreement. Appendix B data will be submitted to the Department according to the reporting requirements specified in Section VIII.A. of the Agreement, and will be treated and subject to verification by the Department in accordance with the terms of the agreement.

6. Section XIV of the Agreement is amended by adding the following:

C. The parties agree to consult on a regular basis during the term of this Agreement on Uzbekistan being treated as a market economy, or the Uzbek uranium industry being treated as a market-oriented industry, under U.S.

antidumping laws. During such consultations the Department will identify the criteria that Uzbekistan or the Uzbek uranium industry would need to satisfy to be accorded such treatment by the Department.

The parties further agree that their intention is, consistent with Section IV.J of the Agreement, that Uzbekistan be accorded treatment no less favorable than any other Republic of the former Soviet Union that also has a suspension agreement with the United States with respect to trade in uranium. Accordingly, if U.S. law, regulation, administrative practice, or policy should change in any manner that would result in relatively less favorable treatment for Uzbekistan, or if the United States should enter into any agreement or understanding or take any action that would cause that result, the parties will promptly enter into consultations with a view to amending this Agreement so as to eliminate such less favorable treatment.

7. The parties agree that this Amendment constitutes an integral part of the Agreement.

8. The English language version of this Amendment shall be controlling.

9. This Amendment is effective as of October 13, 1995.

Signed on this 13th day of October, 1995.

For the Government of Uzbekistan.

Nikolay I. Kuchersky.

For the United States Department of Commerce.

Paul L. Joffe,

Deputy Assistant Secretary for Import Administration.

UZBEKISTAN APPENDIX A

U.S. production levels (annual lbs. U <sub>3</sub> O <sub>8</sub> e)	Quota (annual lbs. U <sub>3</sub> O <sub>8</sub> e)
3,000,001-3,500,000 .....	600,000
3,500,001-4,000,000 .....	750,000
4,000,001-4,500,000 .....	775,000
4,500,001-5,000,000 .....	800,000
5,000,001-5,500,000 .....	825,000
5,500,001-6,000,000 .....	850,000
6,000,001-6,500,000 .....	875,000
6,500,001-7,000,000 .....	900,000
7,000,001-7,500,000 .....	925,000
7,500,001-8,000,000 .....	950,000
8,000,001-8,500,000 .....	975,000
8,500,001-9,000,000 .....	1,000,000
9,000,001+ .....	Unlimited

[FR Doc. 95-26736 Filed 10-26-95; 8:45 am]

BILLING CODE 3510-DS-P

DEPARTMENT OF EDUCATION

Arbitration Panel Decision Under the Randolph-Sheppard Act

AGENCY: Department of Education.

ACTION: Notice of Arbitration Panel Decision Under the Randolph-Sheppard Act.

SUMMARY: Notice is hereby given that on May 5, 1994, an arbitration panel rendered a decision in the matter of *Maryland State Department of Education, Division of Vocational Rehabilitation Services v. United States Department of Veterans Affairs (Docket No. R-S/92-11)*. This panel was convened by the Secretary of the U.S. Department of Education pursuant to the Randolph Sheppard Act (the Act), 20 U.S.C. 107d-1(b), upon receipt of a complaint filed by the Maryland State Department of Education, Division of Vocational Rehabilitation Services (DORS). The Act creates a priority for blind individuals to operate vending facilities on Federal property. Under section 107d-1(b) of the Act, the State licensing agency (SLA) may file a complaint with the Secretary if the SLA determines that an agency managing or controlling Federal property fails to comply with the Act or regulations implementing the Act. The Secretary then is required to convene an arbitration panel to resolve the dispute.

FOR FURTHER INFORMATION CONTACT: A copy of the full text of the arbitration panel decision may be obtained from George F. Arsnow, U.S. Department of Education, 600 Independence Avenue, S.W., Room 3230, Switzer Building, Washington, D.C. 20202-2738. Telephone: (202) 205-9317. Individuals who use a telecommunications device for the deaf (TDD) may call the TDD number at (202) 205-8298.

SUPPLEMENTARY INFORMATION: Pursuant to the Randolph-Sheppard Act, 20 U.S.C. 107d-2(c), the Secretary publishes a synopsis of arbitration panel decisions affecting the administration of vending facilities on Federal and other property.

Background

In August of 1987, the Department of Veterans Affairs (DVA) began construction of a new Veterans Affairs Medical Center (VAMC) at 10 N. Greene Street in Baltimore, Maryland. Space allocation in the building was completed in 1985, and a final design was completed in 1989. The building's construction was completed in July 1992, and the DVA began occupying the building in January 1993.